



MISC 2013117898



NOV 26 2013 11:59 P 6

Misc 6/1 m:

FEE 40⁰⁰ FB 25-36790

BKP EXAM

IND SCAN PRF

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
11/26/2013 11:59:47.94



2013117898

THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

RETURN TO: See attached

CHECK NUMBER

2220451525 2220390660
~~(222045 1525)~~ (222039 0660)

Prepared by:

General Dynamics IT

Julia Weigel

12906 Shelbyville Rd, suite 230

Louisville, KY 40243

Return to:

See above

Re: Cell Site #Omh002 06; Cell Site Name: St. Joseph Terrace Fixed Asset #:10083491
State: Nebraska County: Douglas

**SECOND AMENDMENT TO MEMORANDUM
OF
LEASE**

This Second Amendment to Memorandum of Lease is entered into on this 19 day of September, 2013, by and between St. Joseph Terrace Apartments, L.L.C., a limited liability company, having a mailing address of 2205 South 10th Street, Omaha, Nebraska 68108 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Suite 13-F West Tower, Atlanta, GA 30324 ("Tenant").

Landlord and Tenant entered into a certain Communications Site Lease Agreement ("Agreement") on the 7th day of January, 2000, as amended by that certain First Amendment to the Communications Site Lease Agreement on the 20th day of July, 2005, and as further amendment by the certain Second Amendment to the Communications Site Lease Agreement for the purpose of installing, operating and maintaining a communications facility and other improvements.


3. Landlord agrees to increase the size of the Premises by providing a ground level Premises to accommodate additional equipment. Landlord leases to Tenant the Premises as more completely described on attached **Exhibit 1-A**. **Exhibit 1-A** hereby supplements Exhibits A,B and 1 to the Agreement.

4. This Second Amendment to Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Second Amendment to Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Memorandum of Lease as of the day and year first above written.

"LANDLORD"

St. Joseph Terrace, L.L.C.

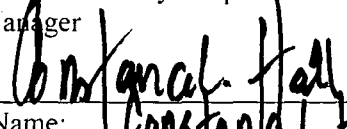
By: 
Print Name: S.L. COFFEY
Its: _____
Date: 9/19/13

"TENANT"

New Cingular Wireless PCS, LLC,

By: AT&T Mobility Corporation

Its: Manager

By: 
Print Name: Constanta L. Hall
Its: Real Estate & Construction Manager
Date: 9/12/13

TENANT ACKNOWLEDGEMENT

STATE OF Minnesota)
) ss:
COUNTY OF Ramsey)

On the 12 day of Sept, 2013 before me personally appeared Constantine Hale, and acknowledged under oath that he is the REC manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the company.



Kathy Leners
Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGEMENT

CORPORATE ACKNOWLEDGEMENT

STATE OF Nebraska)
) ss:
COUNTY OF Douglas)

I CERTIFY that on 9/19, 2013 Stephen L Coffey
[name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the _____ [title] of _____ [name of corporation], the limited liability company named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the limited liability company.

Michael A Shever
Notary Public: _____

My Commission Expires: 12-4-16

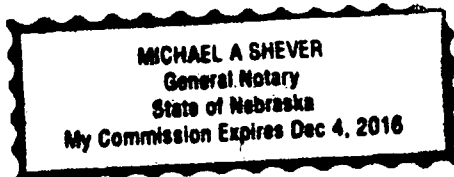
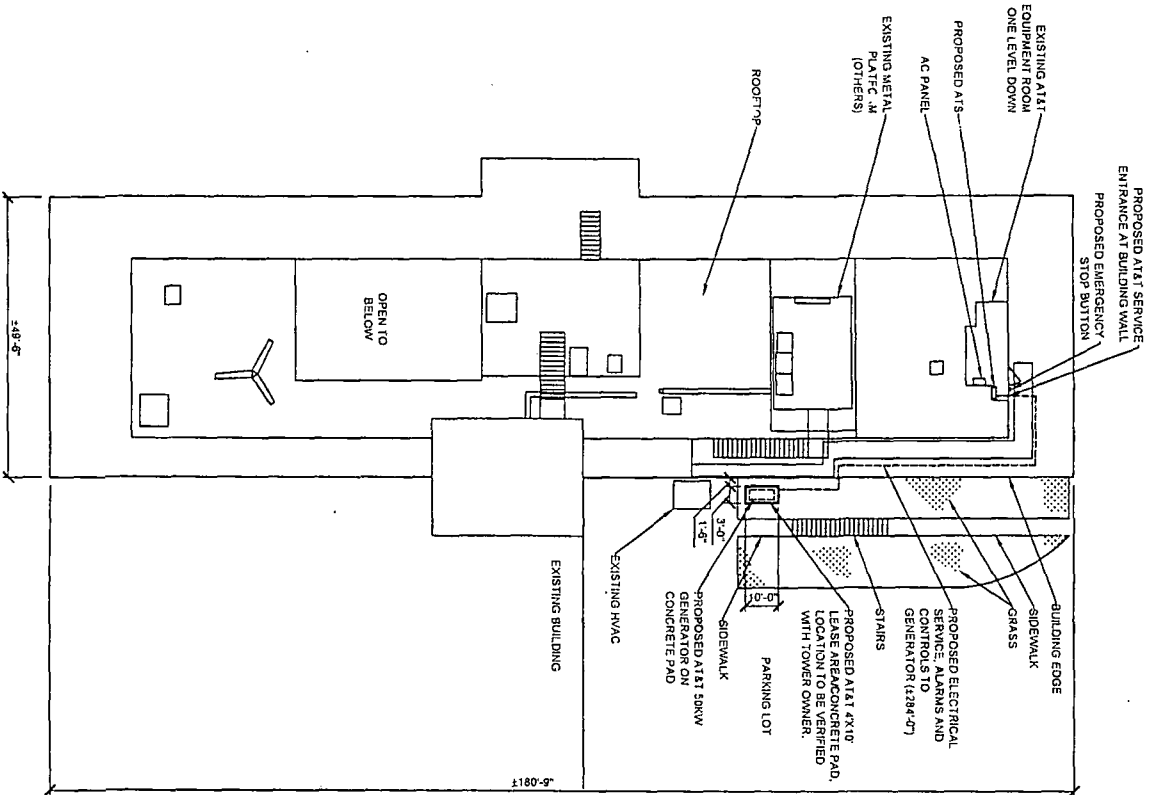



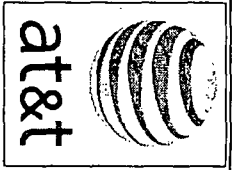
Exhibit 1-A

The Property is legally described as:

Unit 2, Saint Joseph High Rise Condominium Property Regime, a condominium organized and existing under the laws of the State of Nebraska, in Douglas County, Nebraska, as set forth in the Master Deed and Declaration of Covenants, Conditions and Restrictions and Reservation of Easements dated August 14, 1998, filed October 19, 1998 in Book 2104 at Page 216, Deed Records, Douglas County, Nebraska, and as amended by First Amendment to the Master Deed and Declaration of Covenants, Conditions and Restrictions and Reservations of Easements dated June 1, 1999, filed July 15, 1999 in Book 1300 at Page 150, Miscellaneous Records, Douglas County, Nebraska.




SITE PLAN
 SCALE: 3/8"=1'-0"




 D&K Engineering & Consultants, LLC
 1455 S.W. 10th Ave.
 Fort Lauderdale, FL 33315

DRAWING REVISIONS

REV.	DESCRIPTION	DATE	BY
1	PULL OUT MODIFICATION	02/18/13	DD
2	PULL OUT MODIFICATION	02/21/13	DD

FA: 10083491
 OMAHNE1002
 SITE NAME: ST. JOSEPH
 2205 SOUTH 10TH STREET
 OMAHA, NE 68108

SITE PLAN
 WITH PROPOSED
 GENERATOR PAD LOCATION
 SHEET NO./REV: C-1/0
 SCALE: AS NOTED
 DRAWN BY: JEB
 DATE: 02/19/2013